

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

LAW DEPARTMENT
701 COMMERCE STREET
DALLAS, TEXAS 75202

214-651-6736

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JOE C. CRAWFORD
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GENERAL ATTORNEY
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April 16, 1981

RECORDATION NO. 13059 1425

APR 20 1981 - 4 20 PM
INTERSTATE COMMERCE COMMISSION

IN REPLY REFER TO: 410.043-65B

1-110A163

APR 20 1981

Date.....

Fee \$ 50.00

I.C.C. Washington, D. C.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Car Lease Agreement dated as of April 16, 1981, between Southwestern States Management Co. and Missouri-Kansas-Texas Railroad Company covering the lease of twenty (25) 70-ton general covered hopper cars

Dear Mrs. Mergenovich:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act and rules and regulations approved and prescribed by the Interstate Commerce Commission pursuant thereto, there are submitted for filing and recording five (5) executed counterparts of the Car Lease Agreement dated as of April 15, 1981, between Southwestern States Management Co., 701 Commerce Street, Dallas, Texas 75202, designated as "Lessor" therein, and Missouri-Kansas-Texas Railroad Company, 701 Commerce Street, Dallas, Texas 75202, designated as "Lessee," covering the lease of twenty-five (25) 70-ton covered hopper cars bearing recording marks and numbers of the Missouri-Kansas-Texas Railroad Company: MKT 34209, MKT 34210, MKT 34211, MKT 34241, MKT 34214, MKT 34220, MKT 34227, MKT 34228, MKT 34229, MKT 34230, MKT 34243, MKT 34231, MKT 34233, MKT 34234, MKT 34235, MKT 34236, MKT 34244, MKT 34247, MKT 34251, MKT 34256, MKT 34260, MKT 34261, MKT 34266, MKT 34270 and MKT 34272.

Please return to me the file marked copies of the Car Lease Agreement for distribution to the parties. I am enclosing a Cashier's Check in the amount of \$50 to cover the prescribed fee for recording these instruments.

I certify that I have knowledge of the matters set forth herein.

Yours very truly,

Arthur M. Albin
Arthur M. Albin

AMA/fm
Enclosures

RECEIVED
APR 20 4 12 PM '81
I.C.C.
OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

4/21/81

OFFICE OF THE SECRETARY

Arthur M. Albin

Gen Atty

Missouri-Kansas-Texas RR. Co.

701 Commerce Street

Dallas, Texas 75202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/20/81 at 4:20pm, and assigned re-
recording number(s). 13059

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

CAR LEASE AGREEMENT

RECORDATION NO. 13059
APR 20 1981 - 4 20 PM
INTERSTATE COMMERCE COMMISSION

AGREEMENT made as of the 14th day of October, 1980, between
SOUTHWESTERN STATES MANAGEMENT CO., hereinafter referred to as "Lessor," and
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, hereinafter referred to as "Lessee,"

W I T N E S S E T H:

I.

Lessor, being the owner of the freight cars listed on Schedule A,
attached, does hereby lease and will deliver to Lessee at any point on
Lessee's tracks on or about the 14th day of October, 1980, the following
numbered and type of railroad cars:

Description

Car Numbers

See Schedule A, Attached

II.

The term of this lease shall be on a daily basis, commencing on the
14th day of October, 1980, and this lease shall terminate by the giving of
a written notice from either party to the other that this lease shall be
terminated after the expiration of twenty-four (24) hours from time of
notice. Lessee shall have the right to use said cars in interstate commerce
and to interchange said cars.

III.

Upon the termination of this lease as set forth above, Lessee agrees
to return the above specified cars to Lessor forthwith in as good working order
and general condition as when delivered to Lessee, ordinary wear and tear
excepted.

IV.

In the event of loss or destruction of any of said cars, the Lessee shall pay the Lessor the salvage value thereof, being the ton weight of said car times the spot price shown for No. 1 Heavy Melt Steel in the Chicago market as published in the Wall Street Journal as of the date said car was destroyed. In the event any of said cars are damaged, Lessee may either repair said damage or purchase said car as salvage, based upon the aforementioned salvage value thereof.

V.

The Lessee agrees to pay the Lessor as rental from date of delivery of each car until termination of this lease, the sum of One Dollar (\$1.00) per calendar day or any fraction thereof per car.

VI.

Bills for said rental shall be presented by Lessor to Lessee according to its usual business practices, and payment of said bills shall be made by the Lessee within twenty-five (25) days after issuance thereof.

VII.

The Lessee hereby agrees to indemnify and save harmless the Lessor from and against any and all liability, demands, and causes of action, whether well-founded or otherwise, including the cost of defending same, for bodily injury to or death of any person or damage to the property of any person whatsoever, including the parties hereto or the employees of either of them, arising out of or in connection with the use or operation of said cars leased hereunder, whether said damage shall be the result of obvious defects, latent

defects, or other causes, and shall not call upon the Lessor for contribution in any sum whatsoever by reason of the fact that Lessor is the owner of said cars. Indemnity shall apply from the time the said cars are accepted by the Lessee until they are returned to and accepted by the Lessor. All taxes shall be paid by Lessee.

VIII.

Lessor makes no warranty, either express or implied, that any of the cars leased to Lessee are suitable for use by Lessee, and Lessee hereby acknowledges that it has made a full and complete inspection of said cars and accepts said cars as being in satisfactory condition for the use desired by Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

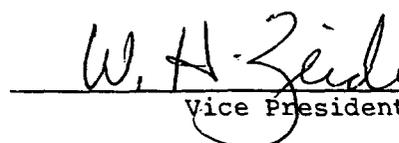
SOUTHWESTERN STATES MANAGEMENT CO.

By


Vice President

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By


Vice President

S C H E D U L E A

70-Ton Covered Hopper Cars

(All car numbers are MKT car numbers)

MKT 34209	MKT 34236
MKT 34210	MKT 34241
MKT 34211	MKT 34243
MKT 34214	MKT 34244
MKT 34220	MKT 34247
MKT 34227	MKT 34251
MKT 34228	MKT 34256
MKT 34229	MKT 34260
MKT 34230	MKT 34261
MKT 34231	MKT 34266
MKT 34233	MKT 34270
MKT 34234	MKT 34272
MKT 34235	

THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared W. A. THIE, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SOUTHWESTERN STATES MANAGEMENT CO., a corporation, and the he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.


Notary Public in and for
The State of Texas

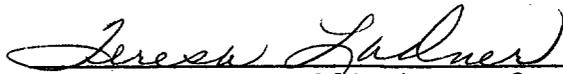
My Commission expires:

December 10, 1981

THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared W. H. ZEIDEL, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, 1981.


Notary Public in and for
The State of Texas

My Commission expires:

Nov. 30, 1984